

JOSEPH R. CORIATY (SBN 291682)
jcoriaty@goldbergsegalla.com
JENNIFER L. REDIEHS (SBN 349557)
jrediehs@goldbergsegalla.com
GOLDBERG SEGALLA LLP
777 S. Figueroa Street, Suite 2000
Los Angeles, CA 90017-5818
Mailing Address:
P.O. Box 17220
Los Angeles, CA 90017
Telephone: 213-415-7200
Facsimile: 213-415-7299

Attorneys for Defendant
SUNBEAM PRODUCTS, INC.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

KATHLEEN HOENOW, an individual,
Plaintiff,

v.

SUNBEAM PRODUCTS, INC., a
Florida corporation,
Defendant.

Case No. 2:22-cv-00747-JAM-CKD
District Judge John A. Mendez
Courtroom 6

**AGREED CONFIDENTIALITY
STIPULATION AND
PROTECTIVE ORDER**

Complaint filed: 05/02/2022
Trial date: N/A

AGREED CONFIDENTIALITY STIPULATION

AND PROTECTIVE ORDER

The discovery sought by the parties in the above-styled case is likely to involve production of documents and things containing business, competitive, proprietary, trade secret or other information of a sensitive nature about the party (or of another person which information the party is under a duty to maintain in confidence), hereafter referred to as "Confidential Information," and witness testimony containing Confidential Information. Accordingly, the parties having agreed to enter into this Confidentiality Stipulation and Protective Order ("the

Order”) to govern the production of documents and testimony that contains Confidential Information, pursuant to Local Rule 141.1 and for good cause shown, the Court hereby ORDERS as follows:

Designation of Confidential Information

1. Designation of Material. Documents and other things claimed to be or to contain Confidential Information shall, prior to production, be marked by the producing party as "Confidential." Placement of the "Confidential" designation on each protected page or on the initial page of a protected document when it is produced shall constitute notice and shall designate the document as Confidential material. Copies, extracts, summaries, notes, and other derivatives of Confidential material also shall be deemed Confidential material and shall be subject to the provisions of this Order.

2. Subsequent Designation. Documents and/or materials produced in the litigation that are not identified as Confidential Information when they were initially produced may, thirty (30) days thereafter be designated as Confidential by the producing party, or by the party or parties receiving the production, or by a person, by providing written notice to counsel for all other parties and to any person who may be involved. Each party or person who receives such written notice shall endeavor to retrieve any Confidential Information that may have been disseminated, shall affix a "Confidential" designation to it, and shall thereafter distribute it only as allowed by this Order. No distribution prior to the receipt of such written notice shall be deemed a violation of this Order.

3. Designation of Depositions. Depositions or portions thereof upon oral or written questions may be classified as Confidential Information either by an examining party's attorney or by an attorney defending or attending the deposition. A party claiming that a deposition or any portion thereof is Confidential Information shall give notice of such claim to the other affected parties and persons either prior to or during the deposition, or within thirty (30) days after receipt of the deposition

1 transcript, and the testimony taken and the transcript of such deposition or portion
2 thereof shall be designated as Confidential.

3 4. Modification of Designation. The designation of Confidential
4 Information by the producing party shall not be determinative and may be modified
5 or eliminated at any time in one of two ways, as explained below.

6 (a) The producing party may agree in writing to downgrade or eliminate the
7 Confidential designation concerning any material it produced.

8 (b) If the parties cannot agree as to the designation of any particular
9 information or material after good faith discussion, the receiving party
10 may move the Court to downgrade or eliminate the "Confidential"
11 designation. The burden of proving that the information has been
12 properly designated as protected shall be on the party who made the
13 original designation.

14 Access to Confidential Information

15 5. General Access. Except as otherwise expressly provided herein or
16 ordered by the Court, Confidential Information may be revealed only as follows:

17 (a) To outside counsel for a party hereto (and secretaries, paralegals, and
18 other staff employed in the offices of such outside counsel who are
19 working on the litigation), provided that outside counsel who are not of
20 record must first sign and deliver to counsel of record for each other party
21 or parties a letter in the form of Exhibit A hereto.

22 (b) To the parties after they have been given a copy of this Confidentiality
23 Stipulation by their outside counsel and signed, a letter in the form of
24 Exhibit A.

25 (c) To court reporters transcribing a deposition, hearing, or other proceeding
26 in this matter who sign Exhibit A attached hereto (excluding court-
27 appointed court reporters).

28 (d) To independent experts and independent consultants (meaning a person

1 who is not an employee, officer, director, or owner in any capacity of a
2 party and who is retained by a party or a party's outside counsel in good
3 faith for the purpose of assisting in this litigation) who sign Exhibit A
4 attached hereto.

5 Nothing herein shall prevent the producing party from showing the documents
6 or information to an employee of that party.

7 6. No Copies/Notes. Except for internal use by outside counsel for the
8 parties hereto, for Court and deposition copies, and for such use as is expressly
9 permitted under the terms hereof, no person granted access to Confidential
10 Information shall make copies, reproductions, transcripts, or facsimiles of the same
11 or any portion thereof or shall take notes or otherwise summarize the contents of
12 such Confidential Information.

13 7. Disputes over Access. If a dispute arises as to whether a particular
14 person should be granted access to Confidential Information, the party seeking
15 disclosure may move the Court to permit the disclosure and must obtain an order of
16 the Court before disclosing the information.

17 Use of Confidential Information

18 8. Use in this Litigation Only. Confidential Information may be used only
19 for purposes of this litigation. Each person to whom the disclosure of any
20 Confidential Information is made shall not, directly or indirectly, use, disclose, or
21 disseminate, or attempt to use, disclose, or disseminate, any of the same except as
22 expressly provided herein.

23 9. Use at Depositions. If Confidential Information is to be discussed or
24 disclosed during a deposition, the producing party shall have the right to exclude
25 from attendance at the deposition, during the time the Confidential information is to
26 be discussed, any person not entitled under this Order to receive the Confidential
27 Information.

28 ///

1 10. Use at Court Hearings and Trial. Subject to the Rules of Evidence,
2 Confidential Information may be offered into evidence at trial or at any hearing or
3 oral argument, provided that the proponent of the evidence containing Confidential
4 Information gives reasonable advance notice to the Court and counsel for the
5 producing or designating party. Any party may move the Court for an order that the
6 evidence be received *in camera* or under other conditions to prevent unnecessary
7 disclosure. If presented at trial, the status of evidence as Confidential Information
8 shall not be disclosed to the finder of fact.

9 11. Filing Under Seal. Each document filed with the Court that contains
10 any Confidential Information shall be filed under seal pursuant to Local Rule 141.
11 Any such document shall be filed in a sealed envelope or other appropriate sealed
12 container on which shall be set forth the title and number of this action; a general
13 description or title of the contents of the envelope; a statement that the contents are
14 Confidential and subject to a Protective Order and that the envelope is not to be
15 opened nor the contents thereof revealed except to counsel of record in the litigation
16 or court personnel, or pursuant to order of the Court; and pursuant to all other
17 requirements enumerated in Local Rule 141(b). Copies of such documents served
18 on counsel for other parties shall be marked as Confidential.

19 12. Reasonable Precautions. Counsel for each party shall take all
20 reasonable precautions to prevent unauthorized or inadvertent disclosure of any
21 Confidential Information.

22 13. Not an Admission. Nothing in this Order shall constitute an admission
23 by the party that information designated as Confidential is Confidential Information.
24 Furthermore, nothing contained herein shall preclude the parties or a person from
25 raising any available objection, or seeking any available protection with respect to
26 any Confidential Information, including but not limited to the grounds of
27 admissibility of evidence, materiality, trial preparation materials and privilege.

28 ///

14. Miscellaneous. This Order shall apply to the production of all materials whether or not such materials are informally produced or produced in response to a formal discovery request or a Court order in this litigation. This Order may be used to protect the confidentiality of the residential addresses and social security numbers of the parties and of any and all current or former employees of either of the parties or their affiliates.

Copies furnished to counsel of record.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

Dated: February 9, 2024

/s/ Adam J. Kress (with permission)

By: ADAM J. KRESS
JOHNSON BECKER PLLC
JORDAN HARLAN
HARLAN LAW, PC
Attorneys for Plaintiff KATHLEEN
HOENOW

Dated: February 9, 2024

/s/ Jennifer L. Rediehs

By: JENNIFER L. REDIEHS
DAVID J. O'CONNELL
JOSEPH R. CORIATY
GOLDBERG SEGALLA LLP
Attorneys for Defendant SUNBEAM
PRODUCTS, INC.

GOLDBERG SEGALLA LLP
P.O. Box 17220
Los Angeles, CA 90017
213-415-7200

1 The Court, having reviewed the information contained in the Agreed
2 Confidentiality Stipulation and Protective Order completed and filed jointly by the
3 Parties to this action pursuant to Local Rule 141.1 and for good cause shown, hereby
4 ADOPTS the Parties' the Agreed Confidentiality Stipulation and Protective Order
5 and MAKES IT THE ORDER OF THE COURT.

6 SO ORDERED.

7
8 Dated: February 12, 2024



CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

GOLDBERG SEGALLA LLP
P.O. Box 17220
Los Angeles, CA 90017
213-415-7200

EXHIBIT A

**AGREEMENT CONCERNING INFORMATION COVERED BY
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

I have been designated by _____ as a person who may have access to Confidential Information as that term is defined in the Confidentiality Stipulation and Protective Order (the “Order”) entered in the above-entitled case.

Having read the Order, I agree to comply fully with it and to be bound by its terms with respect to all documents and information designated as “Confidential” under the Order. I agree not to copy any documents or information that have been designated as “Confidential” and disclosed to me and not to disclose such documents or information to any person or entity not authorized under the Order to view Confidential Information.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this _____ day of _____, 2024.

Name

Address

Employer

Job Title